

TOURISM, ARTS AND HERITAGE CABINET KENTUCKY DEPARTMENT OF PARKS LOCATION CONTRACT FOR USE OF STATE PARKS

(Motion, Motion and Sound Pictures, Recordings, or Commercial Still Photography)

Ke To	mmissioner Donnie J Holland ntucky Department of Parks urism, Arts and Heritage Cabinet mmonwealth of Kentucky				
Ι,			, (Printed name) seek permission		
to make, i	n the	State Park,	, Kentucky the following		
motion an	nd sound pictures or comm	mercial still photography:			
(1.)	Please provide a descri	ption of film and/or phot	ography production including title, if		
(2.)	_		nction, recording of commercial still on will involve the use of the park land		
(ii					

Kentucky Department of Parks in writing. Pre-approval for any extension shall be sought by the applicant from the Kentucky Department of Parks in writing.

(3)	The undersigned accepts and will comply with the following conditions:		
(i)	Pay the amount of \$ prior to filming or photography at the Park. (If no charge is applicable, please enter \$0.00 as the amount.)		
(ii)	Utmost care will be exercised to see that no natural, historical or cultural features are injured, and after completion of the work the area will, as required by the official in charge, either be cleaned up and restored to its prior condition or left after clean-up, in a condition satisfactory to the official in charge.		
(iii)	Credit will/will not be given to the Tourism, Arts and Heritage Cabinet (e.g. Department of Parks) through the use of an appropriate title or announcement.		
(iv)	Unmanned aerial vehicles, aka "drones," will/will not be used during filming or photography at the Park. *If drones are utilized the operator of the drone must obtain a separate permit from the Department of Parks. No wildlife may be harassed and no park visitors or staff may be filmed without their permission.		
(v)	Photographing or filming of resident wildlife will be permitted only when such wildlife will not be molested, harmed, or disturbed thereby. Wildlife captured elsewhere will not be allowed in any filming whether trained or not. Domestic animals may be used if humane treatment is maintained at all times.		
(vi)	Any special instructions received from the official in charge of the area will be complied with.		
(vii)	Any additional information relating to the privilege applied for by this application will be furnished upon request of the official in charge.		
(viii)	No employee of the Commonwealth of Kentucky may work for the applicant in any capacity whatsoever.		
(ix)	No personal gratuity of any nature whatsoever will be offered to any employee of		

(4) The applicant, in exercising the privileges granted by this permit, shall comply with the regulations of the Tourism, Arts and Heritage Cabinet, the Kentucky Department of Parks and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area of operations covered by this permit.

granted.

the Commonwealth of Kentucky in connection with the exercise of the privilege

(5) This permit is a revocable permit and may be revoked at the discretion of the Tourism, Arts and Heritage Cabinet, the Kentucky Department of Parks, or an agency designee upon 24

hours notice, or without notice if damage to resources or facilities is threatened, not withstanding any other term or condition of the permit to the contrary.

- (6) The applicant hereby agrees to save and hold harmless the Commonwealth of Kentucky, Tourism, Arts and Heritage Cabinet, the Kentucky Department of Parks, its agents, officers, and employees, from any and all claims, damages, suits at law or equity of whatever kind of nature for damages to or loss of property or injury or death to persons, including applicant and/or its agent or employee, resulting directly or indirectly from or attributable to the applicant or its agent or employees in connection with the filming activities authorized by this permit.
- (7) The applicant agrees to obtain general and/or public liability insurance insuring against injury or death to any person or persons, or damage to any property, with liability limits of no less than \$1,000,000, insuring against all liability of applicant, its agents, vendors and employees arising out of and in connection with applicant's use of Park premises.

*If the Park Management agrees to waive the insurance requirent organizations, etc., the Park Manager must sign and date here:	nent, for not-for-profit
Signature of Park Manager	Date

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

IN WITNESS WHEREOF, for the mutual promises herein, the parties hereto have executed this Agreement as of the day and year indicated below.

UNDERSTOOD AND AGREED TO BY:

Applicant Signature	Date
Applicant Printed Name	Telephone Number
Company Name	Alternate Telephone Number
Address	E-mail Address
City, State, Zip Code	

APPROVED:

Donnie J. Holland or his Designee	Date	
Commissioner		
Kentucky Department of Parks		
2 Hudson Hollow, Unit 1		
(502) 564-8110		
RECOMMENDED BY:		
Park Manager	Date	
Park Name:		
APPROVED AS TO FORM AND LEGALITY:		
One of Counsel	. <u>————————————————————————————————————</u>	
Tourism, Arts, and Heritage Cabinet	Date	
100 Airport Road, 2nd Floor		
<u>-</u>		
Frankfort, Kentucky 40601		
(502) 564-8110		